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August 15, 1997

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**SUPPLEMENT TO FINAL RATE INTEGRATION PLAN**

**BY HAND DELIVERY**

Ms. Regina M. Keeney  
Chief, Common Carrier Bureau  
Federal Communications Commission  
1919 M Street, N.W.  
Room 500  
Washington, D.C. 20554

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AUG 15 1997

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Re: Final Rate Integration Plan  
CC Docket No. 96-61

Dear Ms. Keeney:

Pursuant to the Memorandum Opinion and Order ("Order") of the Common Carrier Bureau ("Bureau") of the Federal Communications Commission ("FCC"), released on July 30, 1997, in the above-referenced proceeding, IT&E Overseas, Inc. ("IT&E"), by its attorneys, hereby submits this supplement to its final plan to achieve rate integration as required under the FCC's rules.

In its Order, the Bureau stated that IT&E's final rate integration plan, filed on June 2, 1997, does not address private line services. The Bureau thus directed IT&E to integrate its private line services by September 1, 1997, and to file by August 15, 1997, a plan to do so. IT&E accordingly supplements its final rate integration plan to state that IT&E's private line services have been and continue to be offered in conformance with the FCC's rate integration rule. Attached is IT&E's current Tariff FCC No. 4, which sets forth the rates, terms, and conditions for the provision of interstate private line services. Consistent with the FCC's rate integration rule, IT&E's Tariff FCC No. 4 sets forth uniform rates that apply to all private line service subscribers.

IT&E notes that, contrary to the Bureau's assertion that IT&E did not address private line services in its final rate integration plan, IT&E in fact stated in both its preliminary and final rate integration plans that it sought to reserve the right to offer private line services on

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Ms. Regina M. Keeney

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**SUPPLEMENT TO FINAL RATE INTEGRATION PLAN**

different terms and conditions to different groups of subscribers within its service area. Furthermore, contrary to the Bureau's assertion that IT&E failed to explain or support its view regarding the application of the FCC's rate integration rule to private line services, IT&E in fact stated in both its preliminary and final rate integration plans that such view was consistent with the FCC's application of its geographic rate averaging rule to private line services. IT&E also cited to Paragraph 24 of the FCC's Report and Order, released on August 7, 1996, in the above-referenced proceeding, in which the FCC expressly declared the following:

Thus, except for temporary promotions and private line services, interexchange telecommunications service offerings will be available on the same terms throughout a carrier's service area. In addition, we do not believe based on the record that allowing geographically deaveraged private line rates will produce unjust or unreasonable or unjustly or unreasonably discriminatory rates, as it is our current practice and has not raised such concerns. Thus, we find that enforcement of the geographic rate-averaging requirement for . . . private line services is not necessary to ensure that charges, practices, and classifications are just and reasonable and not unjustly and unreasonably discriminatory.

In light of the FCC's express exemption permitting private line services to be offered on a geographically deaveraged basis, IT&E fails to understand the Bureau's basis for precluding IT&E from offering private line services at rates, terms, and conditions which may vary based on a subscriber's geographic location. IT&E accordingly requests clarification of the FCC's geographic rate averaging and rate integration rules as applied to private line services.

Please direct any questions or correspondence concerning the submission of this supplement to IT&E's final rate integration plan to the undersigned.

Very truly yours,



Margaret L. Tobey, P.C.

Phuong N. Pham, Esq.

Attachment

cc: Parties on the attached Service List

## **ATTACHMENT**

IT&E OVERSEAS, INC.

TARIFF F.C.C. NO. 4  
Original Title Page

REGULATIONS AND SCHEDULE OF CHARGES  
APPLICABLE TO  
INTERSTATE PRIVATE LINE SERVICES  
FURNISHED BY  
IT&E OVERSEAS, INC.  
BETWEEN POINTS IN GUAM,  
THE COMMONWEALTH OF NORTHERN MARIANA ISLANDS  
AND DOMESTIC LOCATIONS AS SPECIFIED HEREIN.  
SERVICE PROVIDED BY MEANS OF  
UNDERSEA CABLE, SATELLITE FACILITIES OR  
ANY COMBINATION THEREOF.

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Administrator, Rates and Tariff  
Post Office Box 24881  
GMF, Guam 96921

IT&E OVERSEAS, INC.

TARIFF F.C.C. NO. 4  
Original Page No. 1

**INTERSTATE PRIVATE LINE SERVICE**  
**CHECK LIST**

The Title Page and pages 1 through 13, inclusive, of this tariff are effective as of the date shown. The original and **revised\*** pages listed below contain all changes from the original tariff that are in effect on the date shown.

| <u>Page</u> | <u>Rev.</u> |
|-------------|-------------|
| 1           | Original    |
| 2           | Original    |
| 3           | Original    |
| 4           | Original    |
| 5           | Original    |
| 6           | Original    |
| 7           | Original    |
| 8           | Original    |
| 9           | Original    |
| 10          | Original    |
| 11          | Original    |
| 12          | Original    |
| 13          | Original    |

\* **Revised**

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## INTERSTATE PRIVATE LINE SERVICE

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**INTERSTATE PRIVATE LINE SERVICE**

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- C - to signify changed regulation.
- D - to signify discontinued rate or regulation.
- I - to signify a rate increase.
- M - to signify matter relocated without change.
- N - to signify a new rate or regulation.
- R - to signify a rate reduction.
- S - to signify reissued matter.
- T - to signify a change in text but no change in rate or regulation.
- Z - to signify a correction.

EXPLANATION OF ABBREVIATIONS

IT&E - IT&E OVERSEAS, INC.

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**INTERSTATE PRIVATE LINE SERVICE**

1. APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to private line service furnished for interstate communications by IT&E Overseas, Inc., in conjunction with overseas correspondents.

2. DEFINITIONS

2.1 For the purposes of this tariff, the following definitions apply:

Authorized User: A person, firm or corporation authorized by the customer to be connected to private line service furnished to the customer for the purpose of communicating with the customer and relating solely to the business of the customer. Each authorized user must be specifically named in the application for service, and station apparatus connected with the channel must be located on the premises.

Baud. A unit of signalling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

Channel: The term "Channel" denotes the communications path established between Company centers and points of communication via a satellite in space, microwave or cable which channel may be used for the transmission and reception of communications signals.

Correspondent: The interstate administration or other company operating the terminals outside of Guam.

Customer: The term "Customer" denotes the person who or the firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Full Duplex Service: The term "Full Duplex Service" denotes service in which channels are arranged for transmission in both directions simultaneously.

Half Duplex Service: Service in which the channel is arranged for transmission alternately in either direction or for communications in one direction only.

Communications Carrier: The term "Communications Carrier" denotes an interexchange or common carrier authorized by the Federal Communications Commission to provide domestic or international communications services to the public.

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**INTERSTATE PRIVATE LINE SERVICE**

2. DEFINITIONS (Cont'd)

Company: The term "Company" denotes IT&E Overseas, Inc.

Individual Case Basis: The term "Individual Case Basis" (ICB) denotes a condition where the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Maximum Termination Liability: The term "Maximum Termination Liability" (MTL) denotes the maximum amount of money for which the customer is liable in the event the service ordered is discontinued before a specified period of time.

Maximum Termination Liability Period: The term "Maximum Termination Liability Period" denotes the length of time the customer is liable for a termination charge in the event the service ordered is terminated.

Private Line: The channels, station terminals, channel arrangements and equipment furnished to a customer as a unit without intermediate equipment or arrangements such as channel switching arrangements or channel derivation devices.

Terminal: The operating central office of IT&E in Guam for the rendition of services as defined in this tariff or the central operating office of an overseas correspondent of IT&E at an overseas point.

3. REGULATIONS

3.1 Undertaking of the Company

3.1.1 Scope

- A) Private line service is the furnishing for the private use of customers and authorized users of the required facilities for direct transmission and reception of communications between specified locations.
- B) Under this tariff, IT&E offers the use of its facilities for private line service between customer premises and its terminal located on Guam on one hand and terminals of its overseas correspondents on the other hand as set forth in the RATES section of this tariff.

IT&E, acting as the customer's authorized agent, will make reasonable efforts to arrange for the necessary facilities abroad for customers requesting service with overseas terminals operated by IT&E's overseas correspondents.

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**INTERSTATE PRIVATE LINE SERVICE**

3. REGULATIONS (Cont'd)

3.1 Undertaking of the Company (Cont'd)

3.1.1 Scope (Cont'd)

- C) IT&E does not undertake to transmit messages.
- D) Service is available on a full time basis, 24 hours per day, seven days per week for a minimum period of one month except when ordered as temporary service.

3.1.2 Limitations

- A) In furnishing service, IT&E's responsibility is limited to furnishing of facilities within Guam and between its terminal and an appropriate undersea cable or satellite facility, which, when combined with the facilities provided by overseas correspondents will establish a communications path between the two terminals.
- B) The use and restoration of service shall be in accordance with Part 64 Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities. Subject to compliance with these rules, where a shortage of channels or equipment exists at any time either for temporary or protracted periods, the establishment of message toll telephone service shall take precedence over all other services.
- C) The furnishing of service under this tariff will require certain physical arrangements of the channels and equipment of IT&E and is therefore subject to the availability of such channels and equipment.
- D) Private line service may be limited in order to comply with orders issued under wartime authority of the President of the United States. It may also be limited in the case of those private line services to, from, or through a foreign country, by orders of the government of such country or by the United States government.

- 3.1.3 Liability. In view of the fact that the customer or authorized user controls his communications over the facilities furnished to him by IT&E, and because errors and interruptions incident to the service and to the use of such facilities of IT&E are unavoidable, private line service furnished by IT&E is subject to the terms, conditions, and limitations herein stated.

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INTERSTATE PRIVATE LINE SERVICE

3. REGULATIONS (Cont'd)

3.1 Undertaking of the Company (Cont'd)

3.1.3 Liability (Cont'd)

- A) The liability of IT&E for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing the service or facilities under this tariff and not caused by the negligence of the customer or authorized user, or of IT&E in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors in defect in transmission occurs.
- B) IT&E is not liable for any act or omission of its overseas correspondents furnishing a portion of the through service beyond an amount equal to IT&E's proportionate charge to the customer for the period during which such act or omissions occur; nor shall IT&E be liable for any damages or losses due to the fault or negligence of the customer or authorized user or to the failure of customer provided equipment or facilities.
- C) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- D) No liability shall attach to IT&E for any defacement or damages to the customer's or authorized user's premises resulting from the existence of IT&E's terminal equipment, apparatus and associated wiring on such premise, or from the installation or removal thereof, when such defacement or damage is not the result of negligence or willful act of IT&E.

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**INTERSTATE PRIVATE LINE SERVICE**

3. REGULATIONS (Cont'd)

3.2 Use of Services

3.2.1 Private line service may be used for the following purposes:

- A) For the transmission of communications to or from the customer and relating directly to the customer's business.
- B) For the transmission of communications to or from a person, firm, or corporation authorized by the customer to receive or send communications from or to the customer only and relating solely to the customer's business.

3.2.2 Private line service shall not be used for an unlawful purpose.

3.2.3 Private line service shall not be used for any purpose for which a payment or other compensation shall be received either by the customer or any authorized user, or in the collection, transmission or delivery of communication for others. This provision does not prohibit an arrangement between the customer and authorized users to share the cost of the private line service.

3.3 Obligations of the Customer

3.3.1 The customer shall be responsible for:

- A) Placing all orders and payment of all charges for private line services offered herein.
- B) Obtaining permission for IT&E agents or employees to enter the premises of the customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the facilities of IT&E.
- C) Making IT&E facilities available periodically at a time agreeable to both the customer and IT&E for tests and adjustments that may be necessary to maintain satisfactory service. No interruption allowance will be made to the customer for such a period.
- E) The Customer shall provide the personnel, power and space required to operate all facilities and station equipment installed on the premises of the Customer.

3.3.2 The service or any rights associated therewith may not be assigned or in any manner transferred.

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**INTERSTATE PRIVATE LINE SERVICE**

3. REGULATIONS (Cont'd)

3.4 Payment Arrangements and Cancellation for Cause

3.4.1 Payment for Service

- A) The Customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed, by virtue of any use, misuse, or abuse of the customer's service or customer authorized systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.

Federal, state and local sales use and excise taxes, where applicable, shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively. Bills are due and payable within 25 days from invoice date. Interest at the lesser of two (2) percent per month and the highest rate allowed by law per month shall accrue upon any unpaid amount after 25 days from invoice date. If the Company initiates legal proceedings to collect any amount due hereunder, and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable attorneys' fees and costs of the Company in prosecuting such proceedings and appeal therefrom.

- B) The Company, in order to safeguard its interest, will only require applicants for service who do not have established credit and Customers who have a history of late payments to the Company to make a deposit equal to two months estimated charges to be held as a guarantee for the payment of bills rendered for service. The Company may disconnect the Customer's service if such deposit is not paid within ten (10) days of the date of the Company's request for the deposit. The fact that a deposit has been made in no way relieves the Company's regulations as to the prompt payment of bills.

Simple interest at the rate of six and one-half (6-1/2) percent annually will be credited to the account of the Customer for the period that a cash deposit is held by the Company. However, if the legal authority in the state where the Customer's office responsible for bill payment is located establishes a different rate of interest, then that rate will apply. At the Company's option, such deposit may be refunded or credited to the Customer at any time prior to termination of service.

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**INTERSTATE PRIVATE LINE SERVICE**

3. REGULATIONS (Cont'd)

3.4 Payment Arrangements and Cancellation for Cause (Cont'd)

3.4.2 Discontinuance of Service for Cause

Upon non-payment of any sum owing to the Company after 25 days upon invoice date or upon violation of any of the terms or conditions governing the furnishing of service under this tariff, the Company, with written or verbal notice to the Customer, without incurring any liability, may discontinue the furnishing of service under this tariff.

3.4.3 Minimum and Fractional Rates and Charges

- A) The minimum period for which private line service is furnished is one month. At the commencement of monthly service, no charge is made for the day on which the service is made available to the customer. However, upon discontinuance of service, the day on which the service is terminated is charged as a full day.
- B) When service is furnished on a monthly basis, charges for a fractional part of a month which follows and is consecutive with a full month will be the proportionate part of the monthly charge using the same ratio that the actual number of days service is furnished bears to 30 days.
- C) When a service is furnished on a temporary basis, the applicable charges for that service shall commence on the day service is furnished to the customer and will continue to accrue through and include the day on which service is discontinued.
- D) When rates involve a fraction of a cent, the fraction is carried throughout the computation of the charge. When the computed charge includes a fraction of a cent, fractions of one-half cent or more are treated as one cent and fractions of less than one-half are disregarded.

3.4.4 Cancellation of an Application for Service

- A) Installation or special construction of facilities for private line service is considered to have started when IT&E incurs any cost which would not otherwise have been incurred.
- B) Where the applicant cancels an application for service prior to the start of installation or special construction of facilities, no charge applies.

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**INTERSTATE PRIVATE LINE SERVICE**

3. REGULATIONS (Cont'd)

3.4.4 Cancellation of an Application for Service (Cont'd)

- C) Where installation of facilities other than those provided by special construction has been started prior to the cancellation, the charge for the minimum period of the service ordered by the customer applies.
- D) Where special construction of facilities has been started prior to the cancellation, and to the extent IT&E has no other use for the specially constructed facilities, a charge equal to the costs incurred in the special construction prior to the date of cancellation less estimated net salvage applies.

3.5 Allowance for Interruptions

3.5.1 Credit allowances for service interruptions will be made as follows:

- A) For the portion of the service furnished by IT&E which is affected, no credit allowance is credited to the customer for interruptions of less than 30 minutes. Interruptions of 30 minutes or over are credited to the customer at the proportionate monthly charge in half hour multiples for each half hour or major fraction thereof of interruption.
- B) When interruptions to service furnished by IT&E are caused by a failure of the portion of the overseas facilities furnished by other carriers, credit will be allowed on the service furnished by IT&E in accordance with 2.6.1 (A) for those interruptions for which the customer is entitled to an allowance on the overseas facilities in accordance with the tariff of the carrier providing a portion of the overseas facilities.
- C) For the purpose of computing credit for interruptions, every month is considered to have 30 days and only the affected portions of the service will be considered in determining the proportionate monthly charge.

3.5.2 No credit allowance will be made for interruption of service:

- A) Due to the negligence of the customer or authorized user of the service.
- B) During any period in which IT&E is not afforded access to the premises at which the private line service is established for the purpose of investigating and clearing trouble.

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INTERSTATE PRIVATE LINE SERVICE

3. REGULATIONS (Cont'd)

3.5 Allowance for Interruptions (Cont'd)

3.5.2 No credit allowance will be made for interruption of service: (Cont'd)

- C) During any period when the customer or authorized user has released a private line service to IT&E for maintenance purposes or implementation of a customer order for a change in service arrangement.

3.5.3 When private line service is interrupted and message toll service is furnished at the customer's request, the message toll telephone service is charged for at the prevailing IT&E MTS rates contained in IT&E's Tariff F.C.C. No. 3.

3.6 Classes of Channels

Private line service consisting of channels, service terminals, and channel arrangements are classified by types. The various types are described in terms of circuit characteristics and use.

3.6.1 Local Channels

- A) Local channels are required to connect a customer's or authorized user's premises and the terminal office of overseas channels. Local channels are also furnished to connect switching or channel derivation equipment installed at one customer or authorized user premises to equipment installed at the premises or different premises of the customer or authorized user.
- B) Local channels are furnished 7 days per week, 24 hours per day for a minimum period of one month and for half duplex or duplex operation on a two-point or multipoint basis to the extent specified herein.

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## INTERSTATE PRIVATE LINE SERVICE

4. RATES AND CHARGES.4.1 Non-Recurring Charges.

There will be a one-time non-recurring charge applicable for the establishment of each digital half-circuit to the designated location (excluding cost of installation of local-loop; said cost shall be determined by the local telco).

| <u>Line Speed</u><br><u>(KBPS)</u> | <u>Non-Recurring</u><br><u>Charge</u> |
|------------------------------------|---------------------------------------|
| 9.6, 19.2, 56.0, 64.0              | \$ 600                                |

4.2 Monthly Recurring Charges.

- A) Half channel offered subject to availability of facilities. These charges do not include the cost of the local loop; said cost shall be determined by the local telco.

| <u>Location</u> | <u>Line Speed</u><br><u>(KBPS)</u> | <u>Term</u> | <u>Monthly Recurring</u><br><u>Charge</u> |
|-----------------|------------------------------------|-------------|---|
| Saipan/Guam     | 9.6                                | m/m         | \$ 1,000                                  |
|                 | 19.2                               | 1-year      | 1,450                                     |
|                 | 56.0                               | m/m         | 4,800                                     |
|                 | 64.0                               | m/m         | 4,800                                     |

m/m = Month to Month

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